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individually and as Trustee of the Doris  
Buffett Charitable Remainder Unitrust*

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

AMERICAN UNIVERSITY OF  
AFGHANISTAN, an Afghanistan no-  
for-profit corporation,

Plaintiff,

vs.

SAMUEL FORDYCE, individually and  
as Trustee of the Doris Buffett  
Charitable Remainder Unitrust,

Defendant.

Case No. 2:24 cv-08936-WLH-MAA

**STIPULATED PROTECTIVE  
ORDER**

Assigned to United States District Court  
Judge Wesley L. Hsu

Assigned to United States Magistrate  
Judge Maria A. Audero

Complaint Filed: October 16, 2024  
Answer Filed: January 10, 2025  
Trial Date: January 26, 2026

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as

1 set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle  
2 them to file confidential information under seal; Local Rule 79-5 sets forth the  
3 procedures that must be followed and the standards that will be applied when a party  
4 seeks permission from the Court to file material under seal.

5 **2. GOOD CAUSE STATEMENT**

6 This action is likely to involve financial information for which special  
7 protection from public disclosure and from use for any purpose other than  
8 prosecution of this action is warranted. This case involves sensitive information  
9 related to trust assets and distributions. Such confidential and proprietary materials  
10 and information consist of, among other things, confidential business or financial  
11 information, information regarding confidential business practices, or other  
12 confidential research, development, or commercial information (including  
13 information implicating privacy rights of third parties), information otherwise  
14 generally unavailable to the public, or which may be privileged or otherwise  
15 protected from disclosure under state or federal statutes, court rules, case decisions,  
16 or common law. Accordingly, to expedite the flow of information, to facilitate the  
17 prompt resolution of disputes over confidentiality of discovery materials, to  
18 adequately protect information the parties are entitled to keep confidential, to ensure  
19 that the parties are permitted reasonable necessary uses of such material in  
20 preparation for and in the conduct of trial, to address their handling at the end of the  
21 litigation, and to serve the ends of justice, a protective order for such information is  
22 justified in this matter. It is the intent of the parties that information will not be  
23 designated as confidential for tactical reasons and that nothing be so designated  
24 without a good faith belief that it has been maintained in a confidential, non-public  
25 manner, and there is good cause why it should not be part of the public record of this  
26 case.

27 **3. DEFINITIONS**

28 3.1 Action: This pending federal lawsuit.

- 1        3.2    Challenging Party: A Party or NonParty that challenges the  
2        designation of information or items under this Stipulated Protective  
3        Order.
- 4        3.3    “CONFIDENTIAL” Information or Items: Information (regardless of  
5        how it is generated, stored or maintained) or tangible things that qualify  
6        for protection under Federal Rule of Civil Procedure 26(c), and as  
7        specified above in the Good Cause Statement.
- 8        3.4    Counsel: Outside Counsel of Record and In-House Counsel (as well as  
9        their support staff).
- 10       3.5    Designating Party: A Party or NonParty that designates information or  
11       items that it produces in disclosures or in responses to discovery as  
12       “CONFIDENTIAL.”
- 13       3.6    Disclosure or Discovery Material: All items or information, regardless  
14       of the medium or manner in which it is generated, stored, or  
15       maintained (including, among other things, testimony, transcripts, and  
16       tangible things), that are produced or generated in disclosures or  
17       responses to discovery in this matter.
- 18       3.7    Expert: A person with specialized knowledge or experience in a matter  
19       pertinent to the litigation who has been retained by a Party or its  
20       counsel to serve as an expert witness or as a consultant in this Action.
- 21       3.8    In-House Counsel: Attorneys who are employees of a party to this  
22       Action. In-House Counsel does not include Outside Counsel of  
23       Record or any other outside counsel.
- 24       3.9    NonParty: Any natural person, partnership, corporation, association,  
25       or other legal entity not named as a Party to this action.
- 26       3.10   Outside Counsel of Record: Attorneys who are not employees of a  
27       party to this Action but are retained to represent or advise a party  
28       to this Action and have appeared in this Action on behalf of that party

1 or are affiliated with a law firm which has appeared on behalf of that  
2 party, and includes support staff.

3 3.11 Party: Any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and In-House Counsel of  
5 Record (and their support staffs).

6 3.12 Producing Party: A Party or NonParty that produces Disclosure or  
7 Discovery Material in this Action.

8 3.13 Professional Vendors: Persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating,  
10 preparing exhibits or demonstrations, and organizing, storing, or  
11 retrieving data in any form or medium) and their employees and  
12 subcontractors.

13 3.14 Protected Material: Any Disclosure or Discovery Material that is  
14 designated as “CONFIDENTIAL.”

15 3.15 Receiving Party: A Party that receives Disclosure or Discovery  
16 Material from a Producing Party.

17 **4. SCOPE**

18 The protections conferred by this Stipulation Protective Order cover not only  
19 Protected Material, but also (1) any information copied or extracted from Protected  
20 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
21 and (3) any testimony, conversations, or presentations by Parties or their Counsel  
22 that might reveal Protected Material.

23 Any use of Protected Material at trial shall be governed by the orders of the  
24 trial judge. This Stipulated Protective Order does not govern the use of Protected  
25 Material at trial.

26 **5. DURATION**

27 Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Stipulated Protective Order shall remain in effect until a

Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

**6. DESIGNATING PROTECTED MATERIAL**

6.1. Exercise of Restraint and Care in Designating Material for Protection.

Each Party or NonParty that designates information or items for protection under this Stipulated Protective Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Stipulated Protective Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

6.2. Manner and Timing of Designations

Except as otherwise provided in this Stipulated Protective Order (see, *e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Stipulated Protective Order  
2 requires the following:

3 a) For information in documentary form (*e.g.*, paper or electronic  
4 documents, but excluding transcripts of depositions or other pretrial  
5 or trial proceedings), that the Producing Party affix at a minimum,  
6 the legend “CONFIDENTIAL” to each page that contains protected  
7 material. If only a portion or portions of the material on a page  
8 qualifies for protection, the Producing Party also must clearly  
9 identify the protected portion(s) (*e.g.*, by making appropriate  
10 markings in the margins).

11 A Party or NonParty that makes original documents available for  
12 inspection need not designate them for protection until after the  
13 inspecting Party has indicated which documents it would like copied  
14 and produced. During the inspection and before the designation, all  
15 of the material made available for inspection shall be deemed  
16 “CONFIDENTIAL.” After the inspecting Party has identified the  
17 documents it wants copied and produced, the Producing Party must  
18 determine which documents, or portions thereof, qualify for  
19 protection under this Stipulated Protective Order. Then, before  
20 producing the specified documents, the Producing Party must affix  
21 the legend “CONFIDENTIAL” to each page that contains Protected  
22 Material. If only a portion or portions of the material on a page  
23 qualifies for protection, the Producing Party also must clearly  
24 identify the protected portion(s) (*e.g.*, by making appropriate  
25 markings in the margins).

26 b) For testimony given in depositions, that the Designating Party  
27 identify the Disclosure or Discovery Material on the record, before  
28 the close of the deposition all protected testimony.

c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3. Inadvertent Failure to Designate

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7.1 Timing of Challenges

Any party or NonParty may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

7.2 Meet and Confer

The Challenging Party shall initiate the dispute resolution process which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic Conference for Discovery Disputes”).<sup>1</sup>

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<sup>1</sup> Judge Audero’s Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>.



1           7.3    Burden of Persuasion.

2                   The burden of persuasion in any such challenge proceeding shall  
3                   be on the Designating Party. Frivolous challenges, and those made for  
4                   an improper purpose (*e.g.*, to harass or impose unnecessary expenses  
5                   and burdens on other parties) may expose the Challenging Party to  
6                   sanctions. Unless the Designating Party has waived or withdrawn the  
7                   confidentiality designation, all parties shall continue to afford the  
8                   material in question the level of protection to which it is entitled under  
9                   the Producing Party’s designation until the Court rules on the  
10                  challenge.

11   8.    ACCESS TO AND USE OF PROTECTED MATERIAL

12       8.1.   Basic Principles.

13                   A Receiving Party may use Protected Material that is disclosed  
14                   or produced by another Party or by a NonParty in connection with this  
15                   Action only for prosecuting, defending, or attempting to settle this  
16                   Action. Such Protected Material may be disclosed only to the  
17                   categories of persons and under the conditions described in this  
18                   Stipulated Protective Order. When the Action reaches a final  
19                   disposition, a Receiving Party must comply with the provisions of  
20                   Section 14 below.

21                   Protected Material must be stored and maintained by a Receiving  
22                   Party at a location and in a secure manner that ensures that access is  
23                   limited to the persons authorized under this Stipulated Protective Order.

24       8.2.   Disclosure of “CONFIDENTIAL” Information or Items

25                   Unless otherwise ordered by the Court or permitted in writing by  
26                   the Designating Party, a Receiving Party may disclose any information  
27                   or item designated “CONFIDENTIAL” only to:

28                  a)    The Receiving Party’s Outside Counsel of Record as well as



employees of said Outside Counsel of Record to whom it is  
reasonably necessary to disclose the information for this Action;

- b) The officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- c) Experts of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- d) The Court and its personnel;
- e) Court reporters and their staff;
- f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to be Bound” Exhibit A;
- g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted

under this Stipulated Protective Order; and

- i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

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10. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

10.1. Application.

The terms of this Stipulated Protective Order are applicable to information produced by a NonParty in this Action and designated as "CONFIDENTIAL." Such information produced by NonParties in connection with this litigation is protected by the remedies and relief provided by this Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a NonParty from seeking additional protections.

10.2. Notification.

In the event that a Party is required, by a valid discovery request, to produce a NonParty's confidential information in its possession, and the Party is subject to an agreement with the NonParty not to produce the NonParty's confidential information, then the Party shall:

- a) Promptly notify in writing the Requesting Party and the NonParty that some or all of the information requested is subject to a confidentiality agreement with a NonParty;
- b) Promptly provide the NonParty with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- c) Make the information requested available for inspection by the NonParty, if requested.

10.3. Conditions of Production.

If the NonParty fails to seek a protective order from this court within fourteen (14) days of receiving the notice and accompanying information, the Receiving Party may produce the NonParty's confidential information responsive to the discovery request. If the NonParty timely seeks

1 a protective order, the Receiving Party shall not produce any information in  
2 its possession or control that is subject to the confidentiality agreement with  
3 the NonParty before a determination by the Court. Absent a court order to the  
4 contrary, the NonParty shall bear the burden and expense of seeking  
5 protection in this Court of its Protected Material.

6 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstance not authorized under this  
9 Stipulated Protective Order, the Receiving Party must immediately (1) notify in  
10 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts  
11 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or  
12 persons to whom unauthorized disclosures were made of all the terms of this  
13 Stipulated Protective Order, and (4) request such person or persons to execute the  
14 “Acknowledgment and Agreement to be Bound” Exhibit A.

15 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
21 procedure may be established in an e-discovery order that provides for production  
22 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
23 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
24 communication or information covered by the attorney-client privilege or work  
25 product protection, the parties may incorporate their agreement in the Stipulated  
26 Protective Order submitted to the Court.

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1 **13. MISCELLANEOUS**

2 13.1. Right to Further Relief.

3 Nothing in this Stipulated Protective Order abridges the right of  
4 any person to seek its modification by the Court in the future.

5 13.2. Right to Assert Other Objections.

6 By stipulating to the entry of this Stipulated Protective Order, no  
7 Party waives any right it otherwise would have to object to disclosing  
8 or producing any information or item on any ground not addressed in  
9 this Stipulated Protective Order. Similarly, no Party waives any right  
10 to object on any ground to use in evidence of any of the material  
11 covered by this Stipulated Protective Order.

12 13.3. Filing Protected Material.

13 A Party that seeks to file under seal any Protected Material must  
14 comply with Civil Local Rule 79-5. Protected Material may only be  
15 filed under seal pursuant to a court order authorizing the sealing of the  
16 specific Protected Material at issue. If a Party's request to file  
17 Protected Material under seal is denied by the Court, then the  
18 Receiving Party may file the information in the public record unless  
19 otherwise instructed by the Court.

20 **14. FINAL DISPOSITION**

21 After the final disposition of this Action, within sixty (60) days of a written  
22 request by the Designating Party, each Receiving Party must return all Protected  
23 Material to the Producing Party or destroy such material. As used in this  
24 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
25 summaries, and any other format reproducing or capturing any of the Protected  
26 Material. Whether the Protected Material is returned or destroyed, the Receiving  
27 Party must submit a written certification to the Producing Party (and, if not the same  
28 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies

(by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel is entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Stipulated Protective Order as set forth in Section 5.

**15. VIOLATION**

Any violation of this Stipulated Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

JENNER & BLOCK LLP

Dated: March 27, 2025

/s/ Todd C. Toral

TODD C. TORAL

KRISTEN GREEN

Attorneys for Plaintiff American University  
of Afghanistan

OFFIT KURMAN, P.C.

Dated: March 27, 2025



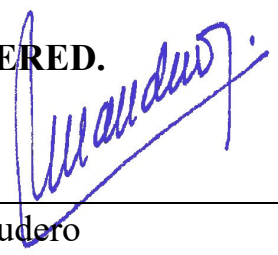
MICHELE B. FRIEND

MEGAN A. MOGHTADERI

Attorneys for Defendant Samuel Fordyce,  
individually and as Trustee of the Doris  
Buffett Charitable Remainder Unitrust

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2  
3 Dated: 03/28/2025

  
\_\_\_\_\_  
4 Maria A. Audero  
5 United States Magistrate Judge  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[address], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on \_\_\_\_\_ [date] in the case of  
American University of Afghanistan v. Samuel Fordyce, Individually and as Trustee  
of The Doris Buffett Charitable Remainder Unitrust, Case No. 2:24 cv-08936-WLH-  
MAA. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order, and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is subject  
to this Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [full name]  
of \_\_\_\_\_ [address  
and telephone number] as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Stipulated  
Protective Order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

**PROOF OF SERVICE**

**2:24 cv-08936-WLH-MAA**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of . My business address is 445 S. Figueroa Street, 18th Floor, Los Angeles, CA 90071.

On March 27, 2025, I served true copies of the following document(s) described as **STIPULATION AND PROPOSED PROTECTIVE ORDER** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 27, 2025, at Los Angeles, California.

/s/ Arvin Setaghaian  
Arvin Setaghaian

**SERVICE LIST**

**2:24 cv-08936-WLH-MAA**

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4937-8149-9436, v. 1